

PURCHASE/SALE AGREEMENT

COUNTY OF HERNANDO
STATE OF FLORIDA

THIS AGREEMENT made and entered into on this ____ day of _____, 20____, by and between, Hernando County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 16470 Flight Path Dr., Brooksville, Florida 34604, hereinafter referred to as the "Seller"; and Austin Franz, Nora Franz, whose marital status is married and whose address is 1535 Sabra Dr., Brooksville, FL 34601 hereinafter referred to as the "Buyer."

WITNESSETH

NOW, THEREFORE, in consideration of ten dollars and no cents (\$10.00) paid by the Buyer to the Seller, the Seller agrees to sell to the Buyer, and the Buyer agrees to buy from the Seller, that certain real property situated in Hernando County, Florida, more specifically described as follows:

The NW ¼ of SE 1/4 of SW ¼ of SW ¼ AND the East 30 feet of SW ¼ of SE ¼ of SW ¼ of SW 1/4 per ORB 1412 Page 1161 Public Records of Hernando County, Florida LESS the South 30 feet of NW 1/4 of SE ¼ of SW ¼ of SW ¼ and Less the East 30.00 feet thereof as recorded in ORB 1417, Page 1065, Public Records of Hernando County, Florida all land in Section 29, Township 21 South, Range 19 East in Hernando County, Florida. Together with a certain 1999 Prestige Mobile Home R658752/753

Property Appraiser's Parcel ID No.: R29 421 19 0000 0160 0020

Property Appraiser's Key No.: 1339938

hereinafter referred to as "the Property," upon the following terms and conditions:

1. The purchase price shall be Seventy thousand Dollars (\$ 70,000), plus documentary stamp taxes and recording fees payable in cash, certified check, cashier's check or money order by the Buyer to the Seller.

2. THIS AGREEMENT SHALL BE SUBJECT TO APPROVAL BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS (BOCC). If the BOCC does not approve this Agreement and all the terms and conditions hereof, the Seller shall notify the Buyer thereof promptly in writing and this Agreement shall be null and void and all rights and liabilities arising hereunder shall terminate.

3. Upon payment of the purchase price as provided herein, the Seller shall convey the Property by a Statutory Deed pursuant to Section 125.411, Florida Statutes. This property is being SOLD in its "AS IS" condition with no warranty of title. Pursuant to Florida Statute 270.11, the Seller reserves its mineral rights.

4. The proration of ad valorem taxes on the Property is exempt from taxation while owned by the Seller pursuant to Section 196.192, Florida Statutes.

5. A recorded Statutory Deed shall be provided to the Buyer within ninety (90) days after approval of this Agreement by the BOCC and payment of the total purchase price referenced in paragraph 1, herein, whichever occurs last, unless an extension hereof is mutually agreed to by both parties.

6. The covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, personal representatives, successors and assigns of the parties hereto; provided, however, that neither party shall assign this Agreement without the prior approval of the other party, unless required by law. Whenever used herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include the other. No agreement or understanding, verbal or in writing, unless incorporated herein, shall be binding upon the parties.

7. The Seller shall not be liable to the Buyer or to the Buyer's agents or representatives for any commissions, costs, or fees arising from or for the sale of the Property to the Buyer, and the Buyer shall defend, *Purchase/Sale Agreement
Between Hernando County and*

Indemnify and hold harmless the Seller and its agents, employees and officers from any and all actions, awards, causes, claims, damages, judgments, losses, payments, recoveries and suits therefore arising from or out of this Agreement.

8. The Buyer may arrange for a closing by a title company of its choice at the Buyer's expense if it desires. Buyer must notify Seller of said arrangement by completing the following:

Name of Title Company: Gulf Coast Title Company
Address: 111 N. Main Street, Brooksville, FL 34601
Phone Number 352-796-9416

If this portion is left blank the exchange of Deed and total purchase price shall finalize the conveyance between Seller and Buyer.

9. The terms and conditions of this Agreement shall survive the conveyance of the Property from the Seller to the Buyer.

10. A copy of this Agreement may be accepted as an original.

IN WITNESS THEREOF, the parties and the lawful representatives of the parties hereto have caused these presents to be executed in their respective names the day and year first above written.

Seller:
HERNANDO COUNTY, a political subdivision of the State
of Florida

Attest: _____
Douglas A. Chorvat, Jr., Clerk

By: _____
Chairman / Vice-Chairman

Witness: _____

Print Name: Lucas McLeod

Witness: _____

Print Name: Lucas McLeod

Buyer: Austin Franz Austin Franz

By: Nora Franz _____

*Purchase/Sale Agreement
Between Hernando County and*

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
County Attorney's Office